

Attachment III to Instructions for Proposers – Work of this Contract

WORK OF THIS CONTRACT

3.1 General. The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others. The Contractor shall provide Construction Management (CM) services, including but not limited to: recommendations in planning and design; life cycle cost recommendations; scheduling; cost-estimating; determining constructability; and logistics; assessing alternative construction options for cost savings including assistance to the Owner with development tasks necessary to support the construction effort. CM services shall be provided throughout the Project, from the preconstruction period through construction and shall be closely coordinated with the Architect and Architect's and Owner's Representatives. The Contractor shall provide full general contracting services for construction of the Project in accordance with the requirements of RCW 39.10.060. The Contractor will work collaboratively and proactively with the Owner and Architect to proceed with the planning, design, and development of the Work in a manner which supports the Owner's efforts to maintain the MACC.

3.2 Work During Preconstruction.

3.2.1 General. The Contractor shall actively participate as a member of the project team with the Owner and the Architect during the design phases prior to construction. The purpose of this consulting responsibility is to provide the expertise necessary to ensure that the MACC and the project schedule are met. During this preconstruction period, the Contractor shall provide a professional project manager or higher level person, as required, to attend all Project Management (two week interval), Oversight meetings (monthly) and Design Review (intermediate and final review meetings for Schematic Design, Design Development and Construction Documents Phases) meetings and provide or oversee the services the Contractor provides to ensure development of the most functional, constructable and cost effective project. Work to prepare for and conduct MACC Negotiations will not be paid for by the Owner nor will it be a part of work completed under this section.

3.2.2 Work during Schematic Design

3.2.2.1 Upon execution of an Agreement for Preconstruction Services and receipt of a Notice to Proceed for Preconstruction Services, the Contractor shall prepare a construction cost estimate in CSI modified format of the work of the contract described in Section 01010. Upon completion of the estimate, the Contractor and the Architect shall reconcile their estimates and present to the Owner one estimate of the construction cost, based upon mutually agreed upon assumptions including the date of commencement of construction and duration of construction.

In the event that the reconciled estimate is higher than the Owner's Construction Budget, and as directed by the Owner, the Contractor shall present to the Owner a list of cost-savings equal or greater than the amount of the estimate overage and continue to work with the Architect to define a scope no greater than the MACC.

3.2.2.2 Provide comments on construction feasibility, make recommendations for phased construction if appropriate, propose alternative designs or materials and comment on site logistics including the adequacy of site access, utilities and laydown area.

3.2.2.3 Review the Drawings and Specifications for the Final Schematic Design submittal to provide general coordination assessment comments and viable Value Engineering recommendations as appropriate to define a scope no greater than the MACC. Create a Value Engineering tracking

system which identifies: each VE proposal, a cost estimate of the savings to the project if the proposal is accepted, the date by which a decision must be made to incorporate the VE proposal, the current status of the VE proposal, the team member with current action, and the date the proposal was accepted or rejected.

- 3.2.2.4 Review the record drawings and investigate the existing conditions at the project site to ensure that the construction documents will reflect the actual conditions on site.
- 3.2.3 Work during Design Development Phase. The Contractor shall provide the following services during the Design Development Phase:
 - 3.2.3.1 Prepare a detailed milestone schedule from the onset of Design Development through Construction Substantial Completion utilizing Primavera P3eC or similar software acceptable to the Owner. The schedule shall identify work to be performed by the design team, the Contractor and the Owner. In developing the activities for this schedule the Contractor shall consult with both the Owner and the design team to ensure that the responsibility for and duration of these activities are accurate. Indicate activities for early procurement packages, if required, and for phased bidding and construction.
 - 3.2.3.2 Provide constructability comments to evaluate critical elements of the design as they are formulated.
 - 3.2.3.3 Identify products or materials with long lead times for procurement, propose alternative designs or materials as appropriate.
 - 3.2.3.4 Review the Drawings and Specifications of the Final Design Development submittal to provide general coordination assessment comments and to validate that accepted VE recommendations are implemented. Propose additional Value Engineering recommendations as appropriate to define scope no greater than the MACC. Update Value Engineering tracking system.
 - 3.2.3.5 Identify subcontract bid packages and material procurement packages that could be advertised prior to the completion of construction documents. If the Owner concurs that the project will benefit and if funds are available the Owner may at its option elect to authorize the GC/CM to advertise and award subcontracts or material procurements for long lead-time items in advance of completion of construction documents. The Owner's decision to not authorize these early activities shall not constitute delay.
 - 3.2.3.6 Provide estimating services when requested by the Architect and approved by the Owner and prepare a construction cost estimate for the entire Work in CSI modified format based upon the final design development submission. If the estimate exceeds the MACC, the Contractor shall take whatever actions may be necessary in conjunction with the Architect and the Owner to reduce the cost of the Work to within the MACC.
- 3.2.4 Work during Construction Documents Phase. The Contractor shall provide the following services during the construction document phase:
 - 3.2.4.1 Prepare procurement documents for long-lead time materials if authorized by Owner.
 - 3.2.4.2 Revise the project schedule as required to reflect changes that have occurred during design or to reflect a changed or more refined schedule for procurement of materials, subcontract buyout or construction and construction phasing activities. Provide updates at Project Oversight meetings.
 - 3.2.4.3 Prepare and process the application(s) for all necessary building permits. Monitor the permitting process as necessary to ensure that the construction permits are received in a timely fashion.

- 3.2.4.4 Monitor the development of the construction documents. Provide value engineering and constructability reviews of elements of design when requested by the design team and approved by Owner.
- 3.2.4.5 Provide estimating services when requested by the Architect and approved by the Owner and prepare construction cost estimates for the entire Work in CSI modified format based upon the construction permit and final construction documents submittals. If the estimate exceeds the MACC, the Contractor shall take whatever actions are necessary in conjunction with the Architect and Owner to reduce the cost of the Work to within the MACC.
- 3.2.4.6 Complete an interdisciplinary plan check of the final construction documents submittals to validate the documents are coordinated and no conflicts exist. Provide comments to the Architect and Owner. Verify that the comments are incorporated into the contract documents.
- 3.2.4.7 Verify that the construction documents reflect the existing site conditions.
- 3.2.4.8 Review the final construction document submittal and provide constructability comments on the design.
- 3.2.5 Preconstruction Services. Within seven (7) days of notification of its selection for MACC negotiations, the Contractor will be required to submit a plan for the work of this paragraph (Preconstruction Work Plan). The Preconstruction Work Plan shall include a schedule of the activities included in the scope of work for Preconstruction Services and will identify the individuals the Contractor intends to use to accomplish the tasks assigned. If the Plan is not satisfactory the Owner will advise the Contractor of the shortcomings in the Plan and require the Contractor to resubmit the Plan. Failure of the Contractor to submit a Preconstruction Work Plan that is approved by the Owner within fourteen (14) days of its selection for MACC negotiations will render its proposal non-responsive. The Preconstruction Work Plan shall also include the anticipated number of hours needed to complete each activity, the name(s) of the individuals that will be used to complete each task and an hourly rate for each individual. The hourly rates multiplied by the number of hours needed to complete all tasks shall, unless adjusted pursuant to mutual agreement of the Owner and Contractor, constitute the Total Compensation for Preconstruction Services. The Contractor will not be entitled to any compensation under this paragraph until a Preconstruction Work Plan, satisfactory to the Owner, is provided and an Agreement for Preconstruction Work is executed. (Sample copy attached.)

3.3 Work During Construction.

- 3.3.1 General. During construction the Contractor shall provide all services required of a general contractor and construction manager. Specific details of the work are provided below but they shall in no way limit the Contractor's overall duty to provide GC/CM services.
- 3.3.2 The Contractor shall conduct weekly progress meeting(s) and weekly subcontractor meeting(s) and other meetings as required by Section 01200 and maintain minutes for same. The Contractor shall conduct site tours for the Owner and other officials as required.
- 3.3.3 The Contractor shall be responsible for superintendence, providing ongoing coordination between crafts, job site safety, quality control, settling disputes between subcontractors, negotiating any Change Orders with the subcontractors (Owner expects the GC/CM to negotiate with subcontractors but reserves the right to reject any subcontractor proposal), negotiating Change Orders with the Owner, reviewing, coordinating and forwarding submittals and RFIs to the Owner's Representative for action and for responding to all correspondence related to the effort required for any procurement activities that arise from a subcontractor's inability or

unwillingness to perform.

- 3.3.4 The Contractor shall be responsible for general building layout, and for the coordination of layout work provided by separate trades for their own work, to insure that no conflict exists with the work of other trades.
- 3.3.5 The Contractor shall provide sufficient staff of project managers, field engineers, superintendents, engineers, CQC representatives, testing engineers, scheduling engineers, cost engineers, clerical and accounting personnel, etc. to ensure that:
 - 3.3.5.1 Change Orders are submitted to the Owner within 7 calendar days of the receipt by the Contractor of the subcontractors proposal; only changes negotiated between Contractor and subcontractor are acceptable.
 - 3.3.5.2 RFIs are reviewed and forwarded to the Owner's Representative within one day of receipt.
 - 3.3.5.3 Submittals are reviewed for completeness and forwarded to the Owner's Representative within three days of receipt.
 - 3.3.5.4 Replies to correspondence from subcontractor, Owner, and other outside agencies are provided within 7 calendar days.
 - 3.3.5.5 For a minimum of ninety (90) calendar days after Substantial Completion, or until Final Acceptance is achieved (whichever occurs first) provide adequate qualified on-site staff that are authorized to act on behalf of their firm to coordinate and insure that any outstanding work items, punchlists, testing and commissioning are completed, at no additional cost to the Owner.
- 3.3.6 Special inspection required by the appropriate building officials and regulatory agencies will be provided by the Owner per Division 1, Section 01445 Testing Laboratory Services. The Contractor shall be responsible to ensure that the Owner's inspectors are given notice and are afforded timely and appropriate access to the work to make their inspections.
- 3.3.7 The Contractor shall perform all work required to implement Building Permit changes and updates. Building Permit changes and updates shall be, if approved by Owner, incorporated into the appropriate subcontract package(s) and record drawings.
- 3.3.8 The Contractor shall obtain a Certificate of Occupancy and the required operating permits necessary for the Owner to take a beneficial occupancy of this facility.
- 3.3.9 Substantial Completion, for purposes of Section 6.07 of the General Conditions and Article 5 of this Agreement, shall include those commissioning activities necessary to obtain a Certificate of Occupancy.

3.4 Work During Commissioning.

- 3.4.1 The Owner shall hire an independent Commissioning Agent. The Contractor shall provide the activities of Division One, Section 01450: Test Engineer.